

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ENCOMPASS INSURANCE COMPANY OF
MASSACHUSETTS,

Plaintiff,

vs.

JOSEPH D. GIAMPA, FREDERICK T.
GIAMPA, ADVANCED SPINE CENTERS,
INC. D/B/A FIRST SPINE REHAB, FUTURE
MANAGEMENT CORPORATION,
FUTURE MANAGEMENT BUSINESS
TRUST, EDWARD KENNEDY, BRIAN J.
CULLINEY, D.C. AND JENNIFER
McCONNELL, D.C.

Defendants.

CIVIL ACTION NO.:

05-11693-RCL

AFFIDAVIT OF MICHAEL BRUNO IN SUPPORT OF PLAINTIFF'S EX PARTE
MOTION FOR ATTACHMENT OF REAL PROPERTY AND EX PARTE
MOTION FOR ATTACHMENT BY TRUSTEE PROCESS

I, Michael Bruno, upon oath do depose and state based upon personal knowledge as follows:

I. INTRODUCTION

1. I am employed as a Special Investigations Unit Analyst by Allstate Insurance Company.
2. The plaintiff, Encompass Insurance Company of Massachusetts is a Massachusetts corporation duly authorized to carry on and do business in the Commonwealth of Massachusetts.
3. Encompass Insurance Company (hereinafter "Encompass") is a wholly owned subsidiary of Allstate.
4. Prior to 2005, Encompass wrote Massachusetts automobile policies through Boston Old Colony Insurance Company.

5. Boston Old Colony was at all relevant times a Massachusetts corporation duly authorized to carry on and do business in the Commonwealth of Massachusetts.

6. At all relevant times and in connection with all of the claims detailed herein, Encompass and Boston Old Colony were underwriting policies for which Encompass bears the risk and will be referred to throughout the remainder of this Complaint as "Encompass."

7. Allstate's Special Investigation Unit (hereinafter "SIU") was established to investigate and respond to inaccuracies and inconsistencies in the presentation of insurance claims, and to monitor the effectiveness of the company's fraud control efforts.

8. As an SIU Analyst for Allstate, I investigate claims and claims data to detect and combat fraudulent insurance-claim activity.

9. I have investigated hundreds of claims arising out of reported automobile accidents occurring in my geographic area of responsibility, which includes the Commonwealth of Massachusetts.

10. The facts set forth below in this affidavit and in Encompass' Complaint were obtained during Encompass' investigation.

II. SUMMARY OF INVESTIGATIVE HISTORY AND FINDINGS

11. During Encompass' investigation, hundreds of pages of public-record documents were analyzed, including, but not limited to, records pertaining to the defendants' ownership and control of the chiropractic clinics detailed in the Complaint. In addition, hundred of closed and open claims files were analyzed, field investigation and in-person interviews were conducted. On the basis of this research and investigation, the following information was revealed.

12. In the course of the Encompass investigation, First Spine claims files were reviewed containing documents maintained by Encompass in good faith in the ordinary course of conducting its business of insurance. Such analysis would have been extremely difficult, if not impossible and/or unwarranted in the employment of sound business judgment, during the early stages of the defendants' scheme to defraud Encompass.

13. In furtherance of Encompass' investigation, I caused the Encompass claim files, maintained in the ordinary and usual manner of Encompass' business, to be provided to our retained chiropractic expert for review. See Affidavit of Michael Frustaci, D.C. filed herewith.

14. My review of First Spine medical billing revealed an unmistakable pattern - - nearly identical alleged treatment of auto accident victims coupled with the generation of boilerplate medical reports and invoices demanding payment from Encompass.

15. Encompass caused First Spine patients to be interviewed regarding the nature of chiropractic treatment they allegedly recovered.

16. Former First Spine patients reported that they did not receive the chiropractic treatment alleged in First Spine records and bills and/or received treatment unrelated to the injury reported.

17. It was not until Encompass had investigated many automobile insurance claims involving invoices and reports from First Spine that a pattern of fraudulent conduct emerged.

18. Encompass' investigation included the following:

- a) Sight inspection of the First Spine clinic located in Lowell, Massachusetts;

- b) Examination of Encompass' total exposure to the Giampa clinics in Massachusetts, in general, as well as the exposure to First Spine (Lowell) clinic in particular connections with first party (Personal Injury Protection and Medpay) claim;
- c) Survey of corporate filings and records regarding the Giampa clinics and Future Management corporate entities to determine (ownership) status of the identified conspirators;
- d) Marshalling and analysis of all relevant claims files and claims data regarding the Giampa clinics and Future Management in general and all such available documents regarding the First Spine (Lowell) clinic in particular;
- e) Investigative interviews with former Giampa clinic employees;
- f) Expert analysis of First Spine medical records, notes and invoices submitted to Encompass by or on behalf of the defendants; and
- g) Conducting examinations under oath of patients who formerly received treatment at First Spine.

19. Advanced Spine Centers, Inc. d/b/a First Spine Rehab (hereinafter "First Spine"), is located at 410 School Street, Lowell, Massachusetts.

20. Future Management Corporation (hereinafter "Future Management") is a Massachusetts corporation with a principal office address of 73 Princeton Street, North Chelmsford, Massachusetts.

21. Future Management owns a chain of chiropractic offices (including First Spine) in various states, many of which are in Massachusetts.

22. Brothers, Edward Kennedy and James Kennedy (hereinafter collectively referred to as “the Kennedy Brothers”) are the sole shareholders, officers and directors of Robert. K. Kennedy, Inc. d/b/a Kennedy Professional Supply (“Kennedy Supply”), a business engaged in the sale of durable medical goods to chiropractic clinics and other similarly situated enterprises.

23. Edward Kennedy and Joseph Giampa became partners in a new business venture -- Future Management Corporation that was formally organized in February 1997.

24. During the period described in the Complaint, Giampa chiropractors and Kennedy Brothers own and/or operate New England chiropractic and physical therapy clinics including:

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|--|---|
| ▪ Advanced Spine Center
3 North Beacon Street
Allston, MA 02134 | ▪ Brockton Spine & Rehab
365 Westgate Drive, Suite 3-4
Brockton, MA 02301 |
| ▪ Attleboro Chiropractic Health Ctr.
3 Mill Street
Attleboro, MA 02703 | ▪ Allied Physical Therapy
778 Broadway
Chelsea, MA 02150 |
| ▪ Associated Health Care Group
150 Stanford Street
Boston, MA 02114 | ▪ First Spine & Rehab
835 Dorchester Avenue
Dorchester, MA 02125 |
| ▪ United Physical Therapy
150 Stanford Street
Boston, MA 02114 | ▪ Excel Physical Therapy
19 Stoughton Street
Dorchester, MA 02125 |
| ▪ Physical Rehab. Group
1515-17 Washington Street
Boston, MA 02118 | ▪ Back & Neck Treatment
948 Bennington Street
East Boston, MA 02128 |

- Therapy & Rehab Service
50 Meridan Street
East Boston, MA 02128
- First Choice Chiropractic & Rehab
125 Rodman Street
Fall River, MA 02723
- Advanced Spine Centers
395 Main Street, Unit B
Falmouth, MA 02540
- First Spine & Rehab
320 Water Street
Fitchburg, MA 01420
- Back & Neck Treatment
158 Concord Street
Framingham, MA 01701
- Alves Chiropractic Centers
8 Crossroads Drive
Freetown, MA 02717
- Haverhill Spine & Rehab
5-7 Dudley Street
Haverhill, MA 01830
- First Spine & Rehab
252 Maple Street
Holyoke, MA 01040
- Advanced Spine Centers
278 Pitchers Way
Hyannis, MA 02601
- Excel Physical Therapy
1225 River Street
Hyde Park, MA 02136
- Advanced Spine Centers
420 Common Street
Lawrence, MA 01840
- United Physical Therapy
420 Common Street, Suite 102
Lawrence, MA 01840
- First Spine & Rehab
410 School Street
Lowell, MA
- United Physical Therapy
642 Gorham Street
Lowell, MA 01852
- First Spine & Rehab
760 Western Avenue
Lynn, MA 01905
- Associated Health Care Group
180 Exchange Street
Malden, MA 02148
- First Spine & Rehab
180 Exchange Street
Malden, MA 02148
- United Physical Therapy
180 Exchange Street
Malden, MA 02148
- Mattapoisett Chiropractic
109 Fairhaven Road, Suite D
Mattapoisett, MA 02739
- United Physical Therapy
109 Fairhaven Road, Suite E
Mattapoisett, MA 02739
- Methuen Spine & Rehab
30 Hampshire Street
Methuen, MA 01844
- First Choice Chiropractic & Rehab
94 Allen Street
Methuen, MA 01844

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|---|--|
| <ul style="list-style-type: none"> ▪ Alves Chiropractic Centers
2834 Acushnet Avenue
New Bedford, MA 02745 | <ul style="list-style-type: none"> ▪ Advanced Spine Centers
553-555 Main Street
W. Springfield, MA 01089 |
| <ul style="list-style-type: none"> ▪ Back & Neck Treatment
935 Washington Street
Norwood, MA 02062 | <ul style="list-style-type: none"> ▪ First Spine & Rehab
438 Chestnut Street
Springfield, MA 01107 |
| <ul style="list-style-type: none"> ▪ United Physical Therapy
243 Church Street
Pembroke, MA 02359 | <ul style="list-style-type: none"> ▪ United Physical Therapy
442 Chestnut Street
Springfield, MA 01103 |
| <ul style="list-style-type: none"> ▪ First Spine & Rehab
1212 Hancock Street
Quincy, MA 02169 | <ul style="list-style-type: none"> ▪ Taunton Chiropractic & Rehab
80-86 Main Street
Taunton, MA 02780 |
| <ul style="list-style-type: none"> ▪ Randolph Spine & Rehab
326 North Main Street, Suite 11
Randolph, MA 02368 | <ul style="list-style-type: none"> ▪ Advanced Spine Centers
248 Moody Street
Waltham, MA 02453 |
| <ul style="list-style-type: none"> ▪ Advanced Spine Centers
37 Roxbury Street
Roxbury, MA 02119 | <ul style="list-style-type: none"> ▪ Wareham Spine & Rehab
45 Main Street, Unit C3
Wareham, MA 02571 |
| <ul style="list-style-type: none"> ▪ Salem Chiropractic Assoc.
72 Washington Street
Salem, MA 01970 | <ul style="list-style-type: none"> ▪ Advanced Spine Centers
563-555 Main Street
W. Springfield, MA 01089 |
| <ul style="list-style-type: none"> ▪ Physical Rehab. Group
149A Highland Avenue
Somerville, MA 02143 | <ul style="list-style-type: none"> ▪ Advanced Spine Centers
90 Madison Street
Worcester, MA 01606 |

25. Defendant Frederick Giampa was previously subject to disciplinary action by the Massachusetts Board of Registration of Chiropractors culminating in the entry of a Consent Agreement in 1999, resulting in a conditional two (2) year suspension of Giampa's license to practice in Massachusetts. The basis for the discipline included, among other things, allegations that Giampa generated improper medical records and invoices and sought payment for unnecessary medical treatment.

26. Defendant Brian Culliney was previously subject to disciplinary action by the Massachusetts Board of Registration of Chiropractors culminating in the entry of a Consent Agreement in 2003, resulting in a three (3) year conditional suspension of Culliney's license to practice chiropractic in Massachusetts. The discipline arose in connection with allegations that Culliney engaged in, among other things, billing for excessive chiropractic treatment, and advancing improper charges in connection with chiropractic treatment.

27. Upon information and belief, the creation of Future Management was also intended to benefit Kennedy Supply's business, as Kennedy Supply was to be Future Management's primary distributor of medical and chiropractic equipment and supplies.

28. In papers filed in the case Edward D. Kennedy v. James Kennedy; Suffolk Superior Court; C.A.No. 05-1458, James Kennedy is alleged to have fraudulently funneled hundreds of thousands of dollars from various lending entities through Kennedy Supply under the guise that Future Management Corporation was purchasing chiropractic equipment from Kennedy Supply. Tab 1.

29. Court papers in Edward D. Kennedy v. James Kennedy; Suffolk Superior Court; C.A.No. 05-1458 reveal that James Kennedy transferred money from Kennedy Supply to Future Management to pay for Future Management's payment of illegal/runner referrals to the Giampa clinics across Massachusetts. Tab 1.

30. James Kennedy was aware that the Massachusetts legislature criminalized the use of "runners" at Mass. Gen. Laws ch. 266 § 111 C.

31. On May 19, 2005, James Kennedy filed a Chapter 11 Bankruptcy Petition (#05-43405) in the United States Bankruptcy Court, District of Massachusetts (Worcester).

32. The testimony of former First Spine patients directly contradicts and refutes the medical records, notes and invoices submitted by or on behalf of the defendants to Encompass.

33. Encompass' analysis of both open and closed first-party and third-party automobile insurance claim files included conducting examinations under oath of First Spine patients. The First Spine patients interviewed to date revealed the following information:

- The examinations under oath of Melinda Phauk, Channara Phauk, Veda Phauk, Johnny Phauk, Chanthu Phauk, Teveg Phauk, Jacriya Phauk, Dika Phauk and Chanaette Phauk (DOL: 11/2/03; Claim No.: 03513995) revealed evidence of treatment not rendered (home exercise), treatment rendered for injuries not complained off (leg injuries), treatment not related to the injury (heat therapy).
- The examination under oath of Phally Samith (DOL: 11/23/03; Claim No. 03515398) revealed evidence of over utilization of treatment and durable medical goods. Moreover, Samith testified that all First Spine patients receive identical treatment and identical durable medical goods.
- The examination under oath of Diane Melo (DOL: 12/8/03; Claim No. 03493502) revealed evidence of over utilization of treatment and/or treatment not rendered.
- The examinations under oath of Alma Carrasquillo, Anthony Arias (Hernandez) and Demtri Molena (DOL: 1/10/04; Claim No. 03532767) revealed evidence of billing for treatment not rendered (no re-exams regarding Carrasquillo); over utilization of treatment (durable medical goods); treatment rendered not related to injuries complained of (Robert DelValle).
- The examination under oath of Jonathan Barrows (DOL: 3/9/04; Claim No. 03494560) revealed evidence of CPT upcoding (established patient re-examination under oath CPT Code 99203 – insufficient documentation)
- The examinations under oath of Marina Non, Mith Non, Rada Non, Chanley Non and Savet Non (DOL: 7/14/04; Claim No. 03544179) revealed evidence of CPT Code upcoding and/or over utilization of treatment and/or excessive billing in connection with the chiropractic manipulation administered in connection with CPT Code 98940 (\$50.00 per visit charge); payment of improper kickbacks and incentives to First Spine patients
- The examinations under oath of Nghlem Danh, Rosayadar Danh, Phirrun So and Jennifer Soneiga Hell (DOL: 9/4/04; Claim No. 03547961) revealed evidence of treatment not rendered (Nghlem Danh and Phirrun So); payment of improper incentives (Jenifer Soneiga Hell); treatment not related to injury alleged (Jenifer Soneiga Hell).

34. In its investigation, Encompass contacted and interviewed former First Spine employees including chiropractors who had previously worked at one or more Giampa clinics as well as other chiropractors and Giampa-related vendors.

35. The former Giampa/Kennedy employees reported that (1) auto accident patients were subjected to a preordained treatment schedule/regimen, (2) Edward Kennedy (not a doctor or chiropractor) was the primary source of medical decision making and treatment protocols, (3) Edward Kennedy, not the chiropractor purported to have rendered treatment in each case, controlled the information contained in the bills issued by the Giampa/Kennedy clinics, (4) the primary emphasis among the owners of the clinics (Giampa Chiropractors and Kennedy Brothers) was that the clinic employees market to personal injury attorneys, (5) the clinics employed “marketing assistants” to obtain auto accident patient referrals in exchange for compensation, (6) the clinics paid cash to attorneys in exchange for patient referrals, and (7) the clinics paid patients to deliver their auto accident claims to a Giampa/Kennedy clinic.

36. According to the claims file records reviewed, First Spine treated a large number of patients who had reportedly been injured in automobile accidents.

37. First Spine employees and chiropractors under the direction and control of the defendants purported to examine the automobile accident patients and prescribed chiropractic treatment.

38. The defendants operating through First Spine submitted fraudulent medical records and bills to Encompass.

39. In connection with hundreds of patients allegedly treated by First Spine medical bills, records, office notes, and reports of diagnostic tests were sent via the U.S. mail to Encompass in support of demands for first-party claims payments.

40. Encompass claims adjusters relied on the medical documentation generated by defendants to adjust automobile accident claims.

41. As detailed in the Table contained in Exhibit 2 to the Complaint, Encompass paid \$625,386.00 in connection with first-party, personal injury protection claims in which First Spine allegedly administered testing and/or treatment to First Spine patients/Encompass claimants.

42. The First Spine records and bills reveal a pattern confirmed by Encompass' medical experts that First Spine under the ownership, direction and control of the defendants engaged in a pattern of fraudulent medical billing exemplified by the following:

- a) Creating and submitting inaccurate, inadequate and inappropriate documentation;
- b) Rendering treatment which exceeds the type, quality and/or amount of the documented and clinically reasonable chiropractic needs of the patient;
- c) Rendering a recipe of treatment absent any individualized medical decision making;
- d) Rendering treatment which is unrelated to the severity of the diagnosed, or reasonably suspected, injury or condition incurred by the patient;
- e) Rendering treatment which is provided solely for the purpose of enabling the patient to incur medical treatment expenses in excess of the tort threshold established by Mass. Gen. Laws ch. 231, §6D;
- f) Billing for services which were not performed and/or overstating the amount of time spent evaluating and/or treating patients;
- g) Billing that exceeds reasonable and customary fees for such services in the clinic's geographic area;
- h) Submitting invoices containing charges that amount to over utilization of practice;

- i) Submitting invoices containing charges for examinations which are based on a level of coding which is not consistent with the patient's medical history, subjective and objective clinical findings concerning the patient which were made at the time of the visit, the complexity of the clinical decision-making involved in the diagnosis and/or treatment of the patient, or the nature of the care provided to the patient;
- j) Submitting invoices containing charges for treatments, procedures or services which were not rendered, were not fully rendered, or were not rendered as represented by treating chiropractor;
- k) Submitting treatment notes and invoices containing charges for excessive and improper use of supportive procedures and therapies;
- l) Submitting invoices and treatment records for treatment of minors that wholly exceed reasonable and necessary treatment parameters;
- m) Submitting treatment records documenting patients' disability when presenting at clinic through discharge without differentiation to individual patient's injury, age, employment and other relevant factors; and
- n) Authoring incomplete and misleading reports to insurance companies indicating false positive orthopedic tests without description or appropriate qualification.

43. Encompass' ability to evaluate accurately the nature and extent of a claimant's injuries and the medical treatment obtained is affected by the legitimacy of medical records and bills submitted in support of any given claim.

44. First Spine followed pre-ordained assessments and therapy protocols and used virtually identical treatment and billing forms in connection with most every patient.

45. To the best of my knowledge and belief, First Spine issued and sought payment for identical durable medical supply packages to auto accident claimants regardless of need and/or the type, nature and severity of injury allegedly sustained.

46. To the best of my knowledge and belief, the Giampa chiropractors and Kennedy Brothers created First Spine not to heal injured persons but to pursue their insurance fraud schemes, which involved issuing to Encompass false, fraudulent and excessive medical bills to obtain money to which they were not entitled.

47. Encompass' review of the files involving First Spine revealed a distinct pattern, (1) automobile accident patients referred to First Spine; (2) patients complained only of soft tissue injury; (3) multiple claimants of varying age in the insured vehicle with each claimant receiving substantially identical diagnoses and treatment; (4) the patients routinely did not receive treatment at any other non-affiliated medical facility; (5) First Spine routinely treated the same patient for multiple accidents. Upon information and belief, in some cases reference to prior treatment at First Spine (or previous automobile accidents) was intentionally omitted from the patients' medical record; (6) the vehicles involved in the reported accidents sustained little or no damage, even though First Spine billed thousands of dollars in treatment; (7) patients advanced minimal (and in most cases no) lost wage claims despite the fact that they purportedly received disability ratings (regardless of the patient's age or occupation) from First Spine; (8) bills for treatment invariably exceeded the Massachusetts Tort Threshold as well as bills submitted by other chiropractic facilities providing treatment to accident victims in the same geographic area; and (9) First Spine allegedly rendered chiropractic treatment to these auto accident victims.

48. The number of chiropractic modalities allegedly rendered by First Spine in connection with the treatment of each alleged patient guaranteed that a patient's medical bills would exceed the \$2,000 tort threshold codified at Mass. Gen. Laws ch. 231, §6D.

49. To the best of my knowledge and belief, Kennedy Supply monies were provided to Future Management Corporation to pay runners for "referral" of patients, including Encompass claimants, to First Spine.

50. Encompass' review of the claimant files in this case reveals that none of the chiropractic records and/or bills created by defendants and caused to be mailed via the U.S. Mail to Encompass referenced the payment of secret runner referral kickbacks.

51. Every claim file reviewed, involved multiple mailings including, among other things, the notice of claim, initial policies, insurance payments, claims settlement checks, medical records, invoices, accident reports, appraisals, photographs and the return of the cancelled settlement drafts to the financial institution(s) from which the draft(s) were drawn, as well as return of settlement draft duplicates to the insurance carrier's home office for filing.

52. Encompass routinely received First Spine medical records and bills through the U.S. mail, including in connection with those claims identified in Encompass' Complaint.

53. The defendants either personally used the mails or caused mailings to and from Encompass.

54. Encompass estimates that the defendants' fraudulent medical billing scheme generated hundreds of mailings.

55. Encompass' investigation is continuing. To date, the following claims have been revealed as containing fraudulent medical billing:

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03326411	01/09/98	\$975.00	06/26/98	TRAN	HANG
03326411	01/09/98	\$970.00	06/26/98	NGUYEN	NGUYET
03331518	09/10/98	\$3,896.00	12/08/04	HOK	TUT
03331518	09/10/98	\$129.00	03/16/99	HOK	TUT
03341477	10/29/99	\$1,068.00	03/21/00	LANG	PHALLY
03341477	10/29/99	\$695.00	03/20/02	LANG	PHALLY
03341477	10/29/99	\$1,867.00	04/23/01	LANG	PHALLY
03374831	07/18/98	\$1,377.00	04/02/99	UN	SENDY
03374831	07/18/98	\$665.00	04/14/99	UN	SOKEA
03374831	07/18/98	\$2,822.00	04/02/99	UN	SOKEA
03374831	07/18/98	\$1,907.00	04/14/99	SIM	SAROEUT
03374831	07/18/98	\$1,375.00	04/02/99	SIM	SAROEUT
03374831	07/18/98	\$150.00	04/14/99	SIM	SAROEUT
03374831	07/18/98	\$2,900.00	04/09/88	ROUM	SAROEUT
03374831	07/18/98	\$177.00	07/31/02	ROUM	SAROEUT
03379614	10/21/98	\$655.00	02/12/99	NIKKI	KIM
03379614	10/21/98	\$465.00	02/24/99	NIKKI	KIM
03381790	12/14/98	\$1,579.00	03/30/99	CHUM	SOPHALA
03381790	12/14/98	\$2,212.00	03/30/99	PRAK	SOKCHEATH
03381790	12/14/98	\$1,847.00	03/30/99	CHUM	SOPHALA
03381790	12/14/98	\$1,833.00	02/17/00	PRAK	SOKCHEATH
03381790	12/14/98	\$2,236.00	11/27/01	CHUM	SOPHALA
03381790	12/14/98	\$1,558.00	11/27/01	CHUM	SOPHALA
03382948	02/02/99	\$1,625.00	06/08/04	CHHU	SAROEUN
03382948	02/02/99	\$1,625.00	11/12/00	CHHU	SAROEUN
03382948	02/02/99	\$2,000.00	09/24/99	CHUU	SAROEN
03382948	02/02/99	\$1,625.00	01/12/00	CHUU	SAROEN
03391026	07/26/00	\$110.00	06/21/01	PHOUNG	LE
03391026	07/26/00	\$110.00	02/19/02	PHOUNG	LE
03391026	07/26/00	\$110.00	02/19/02	PHOUNG	LE
03391026	07/26/00	\$110.00	06/21/01	PHOUNG	LE
03391026	07/26/00	\$3,910.00	04/07/01	PHOUNG	LE
03392271	08/29/00	\$1,775.00	06/04/01	YEM	RADET
03402742	09/08/00	\$415.00	09/26/01	DUONGCHACK	WILSON
03402742	09/08/00	\$415.00	09/26/01	DUONGCHACK	WILSON
03402742	09/08/00	\$2,810.00	02/19/02	TANG	SACHA
03402742	09/08/00	\$1,585.00	09/24/01	DUONGCHACK	WILSON
03402742	09/08/00	\$555.00	09/21/01	DUONGCHACK	WILSON
03402742	09/08/00	\$1,130.00	08/02/01	TANG	SACHA
03402742	09/08/00	\$190.00	05/11/01	TANG	SACHA
03402742	09/08/00	\$950.00	05/11/01	SPEY	VIPHEAREA
03402742	09/08/00	\$3,030.00	02/28/01	SPEY	VIPHEAREA
03403606	10/06/00	\$150.00	05/24/01	PINA	MARGARITA
03408504	02/23/01	\$3,505.00	07/23/02	MEAS	KEVIN
03408504	02/23/01	\$2,905.00	09/16/02	KHUT	SAMNANG
03413857	08/30/00	\$4,505.00	04/11/01	NARITH	DOU
03414287	10/25/00	\$1,816.00	02/28/01	KHANNANIVONGH	KHAMSING

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03414287	10/25/00	\$1,763.00	04/11/01	UY	DOEUN
03414660	11/01/00	\$3,885.00	09/27/01	TI	OUK
03415264	11/18/00	\$2,000.00	07/16/01	SOENG	NGETH
03415264	11/18/00	\$2,000.00	04/10/01	SUON	BIN
03415432	11/25/00	\$330.00	03/11/04	VORN	SARON
03415432	11/25/00	\$300.00	12/16/04	PHAN	SOPHAL
03415432	11/25/00	\$740.00	02/24/03	PHAN	SOPHAL
03415432	11/25/00	\$2,108.00	05/30/01	BOU	SARATH
03415432	11/25/00	\$1,993.00	05/30/01	VORN	SARON
03415432	11/25/00	\$1,963.00	05/30/01	VORN	SARON
03415432	11/25/00	\$2,493.00	05/30/01	PHAN	SOPHAL
03415432	11/25/00	\$1,760.00	07/16/01	BOU	SARATH
03415449	11/25/00	\$3,508.00	09/25/01	KHIM	RUMCHEK
03415524	11/26/00	\$1,218.00	04/16/01	KONG	SOPEUN
03415524	11/26/00	\$1,395.00	09/25/01	KEO	EATH
03415524	11/26/00	\$2,805.00	02/04/02	KEO	EATH
03415760	11/26/00	\$2,028.00	05/15/01	MOUN	SAVY
03415760	11/26/00	\$1,765.00	12/09/02	MOUN	SAVY
03417806	01/20/01	\$2,420.00	05/07/01	MEN	HOEURN
03417806	01/20/01	\$1,455.00	07/20/01	NGETH	NHBEM
03418795	02/11/01	\$1,818.00	06/15/01	BO.	LYSABAD
03418795	02/11/01	\$2,105.00	07/16/01	SAR	SAMBUN
03418795	02/11/01	\$1,973.00	06/15/01	SAR	SAMBUN
03418795	02/11/01	\$1,150.00	06/19/01	MAO	SAMENTHA
03418795	02/11/01	\$2,053.00	06/15/01	MAO	SAMENTHA
03418795	02/11/01	\$2,220.00	06/19/01	BO	SAMBAN
03418795	02/11/01	\$1,878.00	06/15/01	BO	SAMBAN
03418795	02/11/01	\$1,400.00	06/21/01	BO	SAMBATH
03418795	02/11/01	\$1,795.00	06/21/01	BO.	LYSABAD
03418795	02/11/01	\$1,958.00	06/15/01	BO	SAMBATH
03418795	02/11/01	\$450.00	07/19/01	SAR	PUNLORK
03418795	02/11/01	\$1,170.00	07/16/01	SAR	PUNLORK
03418795	02/11/01	\$1,968.00	06/15/01	SAR	PUNLORK
03418926	02/13/01	\$2,000.00	08/02/01	KIM	NIKKI
03419107	02/18/01	\$90.00	07/25/03	SARATH	HEANO
03419107	02/18/01	\$444.00	07/23/01	SARATH	HEANO
03419107	02/18/01	\$1,631.00	07/02/01	SARATH	HEANO
03419107	02/18/01	\$4,250.00	08/06/01	SOK	KHAWAII
03419107	02/18/01	\$2,895.00	08/06/01	NEANG	KIM
03419107	02/18/01	\$3,765.00	08/06/01	CANG	KEO
03419107	02/18/01	\$330.00	04/11/02	SOK	KHAWAII
03419107	02/18/01	\$1,615.00	04/11/02	SARATH	HEANO
03419107	02/18/01	\$270.00	07/17/02	NEANG	KIM
03419107	02/18/01	\$600.00	07/02/02	NEANG	KIM
03420777	04/01/01	\$200.00	05/24/04	MEN	OEUN
03420777	04/01/01	\$695.00	05/24/04	KHENT	KHEN
03420777	04/01/01	\$695.00	08/13/01	KHENT	KHEN

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03420777	04/01/01	\$2,313.00	08/03/01	KHENT	KHEN
03420777	04/01/01	\$2,000.00	06/26/01	MEN	OEUN
03420777	04/01/01	\$1,115.00	08/21/01	MEN	OEUN
03420777	04/01/01	\$1,010.00	08/21/01	KHENT	KHEN
03420777	04/01/01	\$1,115.00	08/21/01	SOK	SART
03420777	04/01/01	\$810.00	07/23/01	SOK	SART
03420777	04/01/01	\$2,035.00	07/03/01	SOK	SART
03421674	01/08/99	\$226.00	04/28/99	THANONGSINH	APRIL
03425232	04/25/99	\$150.00	02/16/00	MAK	NARAVUTH
03425232	04/25/99	\$2,763.00	06/26/00	MAK	NARAVUTH
03425232	04/25/99	\$3,023.00	06/26/00	VANN	EMMY
03425232	04/25/99	\$1,866.00	06/26/00	MAK	SANDY
03425232	04/25/99	\$150.00	02/16/00	MAK	SANDY
03425232	04/25/99	\$3,073.00	06/26/00	NAK	NORAYUTI
03425232	04/25/99	\$150.00	02/16/00	VANN	EMMY
03425232	04/25/99	\$150.00	02/16/00	MAK	NARAVUTH
03425856	05/16/99	\$1,199.00	02/02/01	TIM	OEUN
03425856	05/16/99	\$2,000.00	06/20/00	TIM	OEUN
03425856	05/16/99	\$2,000.00	10/11/00	TIM	TIMMY
03432698	11/09/99	\$960.00	07/03/00	ING	PEOU
03432698	11/09/99	\$2,235.00	03/17/00	ING	PEOU
03436611	02/20/00	\$2,270.00	01/04/01	LIM	LAN
03436611	02/20/00	\$2,000.00	05/04/00	LIM	LAN
03438972	01/14/00	\$4,032.00	12/19/03	DISLA	JUAN
03438972	01/14/00	\$3,817.00	01/20/03	MEJIA	ANGELA
03439611	05/19/00	\$1,387.00	01/19/01	YANG	SOKHAN
03439611	05/19/00	\$2,875.00	06/06/02	YANG	SOKHAN
03439668	05/22/00	\$75.00	03/13/01	LONG	VEUN
03439668	05/22/00	\$1,610.00	01/17/01	LONG	VEUN
03439668	05/22/00	\$2,495.00	08/22/00	LONG	VEUN
03439668	05/22/00	\$80.00	08/22/00	LONG	VEUN
03440595	06/15/00	\$505.00	01/04/01	CHHAY	SARIN
03440595	06/15/00	\$420.00	11/07/00	CHHAY	SARIN
03440595	06/15/00	\$970.00	10/26/00	CHHAY	SARIN
03440595	06/15/00	\$2,350.00	10/09/00	CHHAY	SARIN
03440595	06/15/00	\$95.00	09/15/00	CHHAY	SARIN
03442397	02/17/01	\$2,000.00	06/25/01	SOM	THANH
03442397	02/17/01	\$394.00	06/12/02	SOM	THANH
03442397	02/17/01	\$1,880.00	02/11/02	SOM	THANH
03444156	03/06/01	\$4,100.00	11/28/01	KHUANPHET	ANIRUT
03445147	05/10/01	\$1,870.00	12/17/01	UM	SOPHEA
03445147	05/10/01	\$1,652.00	11/12/01	UONG	PHAMARO
03445147	05/10/01	\$2,249.00	04/08/02	UM	SOPHEA
03445147	05/10/01	\$2,497.00	03/20/02	UONG	PHAMARO
03445338	05/16/01	\$4,582.00	09/20/02	SO	RATHA
03445338	05/16/01	\$4,547.00	08/21/02	CHHIM	PHYRUM
03445702	05/28/01	\$270.00	12/11/01	PHO	MICHAEL

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03445702	05/28/01	\$3,614.00	12/11/01	PHO	MICHAEL
03447628	06/25/00	\$4,101.00	11/12/01	NGETH	VEASHA
03447628	06/25/00	\$4,256.00	11/12/01	NGETH	SAMNANG
03448741	08/06/01	\$605.00	11/16/01	DOUNG	KATIE
03448741	08/06/01	\$2,099.00	10/23/01	DOUNG	KATIE
03448741	08/06/01	\$180.00	03/29/02	DOUNG	KATIE
03448741	08/06/01	\$257.00	04/03/02	DOUNG	KATIE
03448910	08/14/01	\$317.00	01/05/04	SENG	SIVINARY
03448910	08/14/01	\$2,119.00	10/19/01	SENG	MUTH
03448910	08/14/01	\$1,854.00	10/19/01	CHIV	SUNNAK
03448910	08/14/01	\$2,015.00	10/19/01	SENG	SIVINARY
03448910	08/14/01	\$2,489.00	05/21/02	SENG	VANDARY
03448910	08/14/01	\$434.00	04/12/02	SENG	SIVINARY
03448910	08/14/01	\$1,341.00	03/04/02	SENG	SIVINARY
03448910	08/14/01	\$1,699.00	04/12/02	SENG	MUTH
03448910	08/14/01	\$540.00	03/04/02	SENG	MUTH
03448910	08/14/01	\$951.00	03/04/02	SENG	MUTH
03448910	08/14/01	\$175.00	03/04/02	CHIV	SUNNAK
03449560	10/05/02	\$1,615.00	05/01/03	SAMITH	MORN
03449560	10/05/02	\$1,400.00	05/05/03	SAMITH	MORN
03449560	10/05/02	\$815.00	02/18/03	SAMITH	MORN
03449560	10/05/02	\$530.00	07/01/03	SAMITH	MORN
03456762	09/06/01	\$973.00	03/07/02	HOU	SAROEUN
03456762	09/06/01	\$2,789.00	01/30/02	HOU	SAROEUN
03456762	09/06/01	\$1,614.00	01/30/02	NOU	PAMELA
03456832	09/08/01	\$105.00	02/28/02	SOUM	MIKE
03456832	09/08/01	\$180.00	08/09/02	OU	DALIN
03456832	09/08/01	\$1,717.00	04/12/02	OU	DALIN
03456832	09/08/01	\$2,433.00	04/01/02	OU	DALIN
03456832	09/08/01	\$2,590.00	03/06/02	SOUM	MIKE
03456832	09/08/01	\$1,947.00	04/12/02	SOUM	MIKE
03457313	09/22/01	\$1,315.00	02/25/03	OEUM	TIM
03457313	09/22/01	\$472.00	09/12/02	OEUN	TIM
03457321	09/21/01	\$1,995.00	11/07/02	CHIV	SUNTAK
03461410	01/15/02	\$365.00	10/13/04	CHANTHA	BUN
03461410	01/15/02	\$486.00	10/28/04	CHANTHA	BUN
03461410	01/15/02	\$1,133.00	07/21/04	CHANTHA	BUN
03461410	01/15/02	\$693.00	11/11/04	CHANTHA	BUN
03461410	01/15/02	\$550.00	01/06/03	CHANTHA	BUN
03461410	01/15/02	\$2,000.00	04/08/02	ROS	SARATH
03461410	01/15/02	\$2,000.00	04/08/02	CHANTHA	BUNTHY
03462436	02/13/02	\$1,805.00	08/21/02	CHHAIM	RY
03462436	02/13/02	\$1,620.00	08/26/02	CHHEAN	SAR
03462436	02/13/02	\$1,585.00	08/21/02	PIN	BOEUK
03462436	02/13/02	\$175.00	08/28/02	CHANTHA	BUNTHY
03464524	04/23/02	\$2,000.00	05/21/03	SOK	MON
03464524	04/23/02	\$3,733.00	11/13/02	SENG	MELODY

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03464524	04/23/02	\$3,613.00	11/13/02	SENG	JERRY
03464524	04/23/02	\$2,000.00	11/13/02	SOK	MON
03465736	06/04/02	\$530.00	02/26/04	KONG	CHANDA
03465736	06/04/02	\$1,195.00	01/14/03	PHOUN	PHALA
03465736	06/04/02	\$525.00	01/14/03	KONG	CHANDA
03465736	06/04/02	\$1,135.00	01/14/03	KANG	CHHANG
03465736	06/04/02	\$1,890.00	12/31/02	KONG	CHANDA
03465736	06/04/02	\$1,521.00	09/20/02	PHOUN	PHALA
03465736	06/04/02	\$1,281.00	12/31/02	KONG	CHANDA
03465736	06/04/02	\$1,045.00	09/20/02	KANG	CHHANG
03465736	06/04/02	\$2,456.00	09/06/02	KANG	CHHANG
03465736	06/04/02	\$1,725.00	09/11/02	PHOUN	PHALA
03467194	01/30/02	\$1,178.00	05/13/02	TAYLOR	PAUL
03467194	01/30/02	\$1,040.00	03/21/02	TAYLOR	PAUL
03467477	02/07/02	\$1,450.00	09/06/02	UNG	CHITHRA
03467477	02/07/02	\$1,475.00	09/06/02	LONG	PHOLLA
03467477	02/07/02	\$1,560.00	09/06/02	UNG	VOLAK
03467477	02/07/02	\$1,025.00	09/06/02	UNG	SOPHINNA
03467477	02/07/02	\$1,640.00	09/06/02	SAN	SAMNANG
03468725	03/18/02	\$886.00	01/02/04	SOPHAY	PORTH
03468725	03/18/02	\$460.00	10/22/02	KRAPOMROTH	KHIM
03468725	03/18/02	\$345.00	07/24/02	KRAPOMROTH	KHIM
03468725	03/18/02	\$2,030.00	07/15/02	KRAPOMROTH	KHIM
03468725	03/18/02	\$1,220.00	10/22/02	SOPHAY	PORTH
03468725	03/18/02	\$285.00	07/24/02	SOPHAY	PORTH
03468725	03/18/02	\$2,440.00	07/15/02	SOPHAY	PORTH
03468725	03/18/02	\$2,000.00	07/15/02	PHOEUN	SAM
03469371	04/04/02	\$2,326.00	12/06/02	VAT	SAVANN
03469510	04/07/02	\$349.00	01/17/03	BUN	SAKHAN
03469510	04/07/02	\$505.00	04/02/03	ATH	TINA
03469757	04/15/02	\$1,290.00	04/02/03	LAY	KHON
03469757	04/15/02	\$2,080.00	06/03/03	LAY	KHON
03470133	04/20/02	\$1,868.00	02/14/03	MENG	BUNKEA
03470133	04/20/02	\$3,101.00	08/02/02	MENG	BUNKEA
03470133	04/20/02	\$1,901.00	08/02/02	SIM	ROCKENNA
03473966	07/15/02	\$1,782.00	11/07/02	MELO	DIANE
03473966	07/15/02	\$1,883.00	09/23/02	MELO	DIANE
03479077	09/07/02	\$2,835.00	01/13/03	PANYA	KHANM
03479077	09/07/02	\$495.00	01/24/03	PHONPHIPHAK	KONGKEO
03479077	09/07/02	\$2,955.00	01/13/03	PHONPHIPHAK	KONGKEO
03479384	09/17/02	\$525.00	02/27/03	MEACH	MELINDA
03480962	11/18/02	\$2,255.00	04/18/03	THENG	CHEA
03480962	11/18/02	\$2,345.00	02/05/03	THENG	CHEA
03481235	11/27/02	\$295.00	06/20/03	KONG	SALLY
03481235	11/27/02	\$1,910.00	02/17/03	KONG	SALLY
03481722	12/12/02	\$480.00	07/13/04	HIM	SARON
03481722	12/12/02	\$210.00	07/13/04	HIM	SARON

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03481722	12/12/02	\$175.00	08/25/04	HIM	SARON
03481722	12/12/02	\$1,830.00	07/13/04	HIM	SARON
03482803	01/21/03	\$520.00	06/25/03	VEUK	SARETH
03482803	01/21/03	\$640.00	06/11/03	VEUK	SARETH
03482803	01/21/03	\$2,160.00	05/15/03	VEUK	SARETH
03482803	01/21/03	\$550.00	05/15/03	VEUK	SARETH
03482803	01/21/03	\$440.00	05/15/03	VEUK	SARETH
03482803	01/21/03	\$175.00	10/29/03	VEUK	SARETH
03482803	01/21/03	\$310.00	05/15/03	VEUK	SARETH
03482803	01/21/03	\$2,155.00	03/26/03	VEUK	THAVERE
03482803	01/21/03	\$370.00	05/15/03	VEUK	SARETH
03482803	01/21/03	\$315.00	07/31/03	VEUK	SARETH
03482803	01/21/03	\$630.00	11/11/03	VEUK	THAVERE
03482803	01/21/03	\$328.00	07/18/03	VEUK	THAVERE
03482803	01/21/03	\$630.00	06/02/03	VEUK	THAVERE
03482803	01/21/03	\$530.00	05/15/03	VEUK	THAVERE
03482803	01/21/03	\$460.00	05/15/03	VEUK	THAVERE
03482803	01/21/03	\$355.00	05/15/03	VEUK	THAVERE
03482803	01/21/03	\$645.00	04/07/03	VEUK	THAVERE
03483838	02/14/03	\$1,795.00	05/14/03	OEUR	BRANDO
03483838	02/14/03	\$1,465.00	11/06/03	PHLONG	SOKEAN
03483838	02/14/03	\$102.00	06/11/03	PHLONG	SOKEAN
03483838	02/14/03	\$2,000.00	04/21/03	PHLONG	SOKEAN
03483838	02/14/03	\$1,083.00	04/19/04	OEUR	BRANDO
03486647	10/16/02	\$2,200.00	03/26/03	LAM	VICH
03486647	10/16/02	\$720.00	03/26/03	LAM	VICH
03486647	10/16/02	\$370.00	03/26/03	LAM	VICH
03486647	10/16/02	\$250.00	03/26/03	LAM	VICH
03486795	10/19/02	\$175.00	06/24/03	YONN	SAVONN
03486795	10/19/02	\$365.00	05/29/03	YONN	SAVONN
03486795	10/19/02	\$2,770.00	02/26/03	YONN	SAVONN
03486795	10/19/02	\$440.00	02/10/03	YONN	SAVONN
03486795	10/19/02	\$470.00	01/24/03	YONN	SAVONN
03486795	10/19/02	\$375.00	02/10/03	YONN	SAVONN
03487016	10/23/02	\$645.00	05/19/03	PHANTHAVONG	DIANE
03487016	10/23/02	\$465.00	02/03/03	PHANTHAVONG	DIANE
03487016	10/23/02	\$895.00	02/26/03	PHANTHAVONG	DIANE
03487016	10/23/02	\$305.00	06/03/03	JIRAUD	CHRISTA
03487016	10/23/02	\$1,535.00	02/03/03	PHANTHAVONG	DIANE
03487016	10/23/02	\$645.00	05/19/03	CHUM	RIDA
03487016	10/23/02	\$1,300.00	03/18/03	CHUM	RIDA
03487016	10/23/02	\$710.00	02/26/03	CHUM	RIDA
03487016	10/23/02	\$510.00	02/03/03	CHUM	RIDA
03487016	10/23/02	\$1,490.00	02/03/03	CHUM	RIDA
03487016	10/23/02	\$645.00	04/08/03	PHANTHAVONG	DIANE
03487016	10/23/02	\$1,885.00	03/11/03	PHANTHAVONG	DIANE
03487193	10/26/02	\$420.00	02/04/03	UY	SOPHANNEE

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03487193	10/26/02	\$2,040.00	01/27/03	UY	SOPHANNEE
03487193	10/26/02	\$365.00	06/02/03	SAM	SAKUN
03487193	10/26/02	\$365.00	02/04/03	SAM	SAKUN
03487193	10/26/02	\$1,526.00	03/27/03	SAM	SAKUN
03490345	12/26/02	\$210.00	05/02/03	MAO	RITHY
03490345	12/26/02	\$465.00	04/16/03	MAO	RITHY
03490345	12/26/02	\$465.00	04/16/03	MAO	RITHY
03490345	12/26/02	\$495.00	04/14/03	MAO	RITHY
03490345	12/26/02	\$575.00	04/14/03	MAO	RITHY
03490345	12/26/02	\$2,315.00	11/08/04	MAO	RITHY
03491088	04/15/03	\$770.00	01/22/04	UY	SOPHANNEE
03491823	05/23/03	\$1,362.00	10/29/03	ROM	JOHN
03500338	03/24/03	\$210.00	07/22/03	ROM	JIMMY
03500338	03/24/03	\$1,705.00	10/22/03	ROM	JIMMY
03500338	03/24/03	\$550.00	07/17/03	ROM	JIMMY
03500338	03/24/03	\$1,993.00	10/13/03	LIV	KONG
03500338	03/24/03	\$350.00	10/13/03	LIV	KONG
03500338	03/24/03	\$328.00	10/13/03	LIV	KONG
03500338	03/24/03	\$328.00	07/22/03	LIV	KONG
03500338	03/24/03	\$400.00	07/17/03	LIV	KONG
03500338	03/24/03	\$1,705.00	02/19/04	ROM	JIMMY
03500338	03/24/03	\$1,740.00	02/25/04	ROM	JOHN
03500338	03/24/03	\$320.00	02/25/04	ROM	JOHN
03500338	03/24/03	\$1,740.00	03/10/04	ROM	JOHN
03500338	03/24/03	\$320.00	03/10/04	ROM	JOHN
03500623	03/28/03	\$24.00	12/15/03	PHAL	CHANNAK
03500623	03/28/03	\$1,428.00	05/29/03	PHAL	CHANNAK
03500623	03/28/03	\$24.00	06/16/04	PHAL	CHANNAK
03504615	06/07/03	\$284.00	09/10/03	CHEA	VANNAK
03504615	06/07/03	\$605.00	09/05/03	CHEA	VANNAK
03504615	06/07/03	\$1,140.00	07/16/03	KMSAN	MOM
03504615	06/07/03	\$252.00	09/29/03	CHEA	VANNAK
03504615	06/07/03	\$177.00	10/17/03	CHEA	VANNAK
03504615	06/07/03	\$544.00	09/22/03	CHEA	VANNAK
03504615	06/07/03	\$420.00	11/13/03	CHEA	VANNAK
03504615	06/07/03	\$1,932.00	11/10/03	CHEA	VANNAK
03505976	06/28/03	\$1,434.00	02/23/04	KEO	KOTHATOM
03505976	06/28/03	\$1,900.00	04/14/04	PHANTHANOUSINH	VANTP
03506013	06/12/03	\$2,520.00	09/16/04	EANG	SOKUNTH
03506712	07/11/03	\$349.00	02/17/04	LIV	KONG
03506712	07/11/03	\$901.00	02/17/04	ROM	JOHN
03506712	07/11/03	\$130.00	10/03/03	LIV	KONG
03506712	07/11/03	\$1,870.00	09/17/03	LIV	KONG
03506712	07/11/03	\$2,000.00	09/15/03	ROM	JOHN
03511086	09/18/03	\$277.00	01/16/04	SAMITH	MORIN
03511086	09/18/03	\$887.00	03/10/04	SAMITH	MORIN
03511086	09/18/03	\$415.00	02/19/04	SAMITH	MORIN

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03511086	09/18/03	\$277.00	01/16/04	SAMITH	MORIN
03511086	09/18/03	\$531.00	01/16/04	SAMITH	MORIN
03511086	09/18/03	\$2,830.00	10/22/04	SUON	THEA
03511086	09/18/03	\$1,674.00	09/22/04	SUON	THEA
03511086	09/18/03	\$1,557.00	01/16/04	SAMITH	MORIN
03514331	11/07/03	\$1,490.00	11/09/04	PHIM	CHHAT
03530556	12/10/03	\$1,016.00	04/28/04	TRUONG	KEN
03530556	12/10/03	\$1,123.00	04/28/04	TRUONG	KEN
03530556	12/10/03	\$297.00	04/28/04	TRUONG	KEN
03532353	01/02/04	\$478.00	06/23/04	SONG	PAT
03536789	03/16/04	\$1,057.00	12/03/04	VONG	SAVY
03536789	03/16/04	\$278.00	12/03/04	VONG	SAVY
03536789	03/16/04	\$665.00	07/08/04	VONG	SAVY
03396719	03/12/00	\$2,000.00	05/02/00	LAING	CYNTHIA
03459630	11/26/01	\$1,693.00	10/10/03	BUN	JIM
03459630	11/26/01	\$1,970.00	10/10/03	PEI	TUY
03459630	11/26/01	\$115.00	07/26/03	PEI	TUY
03459630	11/26/01	\$1,656.00	01/23/03	IT	TOUN
03459630	11/26/01	\$1,465.00	01/23/03	IT	TOUN
03459630	11/26/01	\$1,465.00	01/29/03	IT	TOUN
03459630	11/26/01	\$1,893.00	10/09/03	HUM	HUN
03459630	11/26/01	\$1,475.00	04/18/02	HUM	HUN
03459630	11/26/01	\$2,261.00	04/18/02	PEI	TUY
03459630	11/26/01	\$1,038.00	12/02/02	IT	TOUN
03459630	11/26/01	\$640.00	12/02/02	IT	TOUN
03459630	11/26/01	\$77.00	05/14/02	IT	TOUN
03459630	11/26/01	\$1,465.00	04/15/02	IT	TOUN
03462771	02/24/02	\$1,495.00	07/18/02	PHAN	SAVUTH
03462771	02/24/02	\$1,726.00	07/18/02	SO	NHEOP
03462771	02/24/02	\$1,975.00	07/18/02	SO	PAULIKA
03462771	02/24/02	\$2,356.00	07/18/02	SO	CHERTRA
03462771	02/24/02	\$1,735.00	07/18/02	SO	PHAECTRA
03468665	03/15/02	\$4,894.00	04/03/03	MAM	SITHA
03468665	03/15/02	\$423.00	12/29/03	NGETH	SITHA
03468665	03/15/02	\$4,431.00	04/03/03	NGETH	SITHA
03468665	03/15/02	\$4,754.00	04/09/03	NGETH	SAMNANG
03469203	03/29/02	\$210.00	06/19/03	BAN	KIMSAT
03469203	03/29/02	\$1,515.00	10/10/02	BAN	KIMSAT
03469203	03/29/02	\$3,351.00	07/16/02	BAN	KIMSAT
03469203	03/29/02	\$1,515.00	10/10/02	BAN	AT
03470054	04/19/02	\$210.00	02/01/03	PANYA	MANILA
03470054	04/19/02	\$280.00	01/22/03	PANYA	MANILA
03470054	04/19/02	\$4,411.00	12/07/02	PANYA	MANILA
03474153	07/18/02	\$4,794.00	01/22/03	CHHIM	PHYRUN
03475016	08/03/02	\$1,145.00	02/03/03	TAING	SONG
03475016	08/03/02	\$315.00	02/13/03	TAING	SONG
03475016	08/03/02	\$210.00	02/03/03	TAING	SONG

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03475016	08/03/02	\$220.00	01/15/03	TAING	SONG
03475016	08/03/02	\$2,321.00	10/07/02	TAING	SONG
03475016	08/03/02	\$580.00	12/12/02	TAING	SONG
03481654	12/13/02	\$585.00	03/31/03	HEM	NHOEUN
03481654	12/13/02	\$465.00	03/31/03	HEM	NHOEUN
03481654	12/13/02	\$255.00	04/25/03	NGETH	MAO
03481654	12/13/02	\$2,115.00	03/31/03	NGETH	MAO
03481654	12/13/02	\$510.00	03/31/03	HEM	NHOEUN
03481654	12/13/02	\$465.00	03/31/03	NGETH	MAO
03481654	12/13/02	\$505.00	02/26/03	NGETH	MAO
03483246	02/07/03	\$390.00	05/15/03	SIMS	PHATH
03483246	02/07/03	\$457.00	11/28/03	SIMS	PHATH
03483246	02/07/03	\$1,699.00	11/28/03	SIMS	PHATH
03483246	02/07/03	\$534.00	11/28/03	SIMS	PHATH
03483246	02/07/03	\$630.00	05/23/03	SIMS	PHATH
03483246	02/07/03	\$490.00	06/20/03	SIMS	PHATH
03485151	09/16/02	\$470.00	05/16/03	SOEUN	SUSIE
03485151	09/16/02	\$140.00	02/26/03	PHAY	RON
03485151	09/16/02	\$175.00	05/28/03	SOEUN	SUSIE
03485151	09/16/02	\$470.00	05/01/03	SOEUN	SUSIE
03485151	09/16/02	\$405.00	03/27/03	SOEUN	SUSIE
03485151	09/16/02	\$445.00	02/04/03	SOEUN	SUSIE
03485151	09/16/02	\$465.00	02/04/03	SOEUN	SUSIE
03485151	09/16/02	\$470.00	01/29/03	SOEUN	SUSIE
03485151	09/16/02	\$300.00	03/26/03	PHAY	RON
03485151	09/16/02	\$365.00	03/26/03	PHAY	RON
03485151	09/16/02	\$105.00	03/26/03	PHAY	RON
03485151	09/16/02	\$400.00	02/04/03	PHAY	RON
03485151	09/16/02	\$2,320.00	02/04/03	PHAY	RON
03485151	09/16/02	\$140.00	02/04/03	PHAY	RON
03485151	09/16/02	\$2,040.00	02/04/03	SOEUN	SUSIE
03485151	09/16/02	\$575.00	02/04/03	PHAY	RON
03485991	10/02/02	\$325.00	01/27/03	SOK	PHEAKLEY
03485991	10/02/02	\$210.00	02/04/03	SOK	PHEAKLEY
03485991	10/02/02	\$2,615.00	02/04/03	CHAN	LY
03485991	10/02/02	\$260.00	01/27/03	SOK	PHEAKLEY
03485991	10/02/02	\$190.00	02/11/03	CHAN	LY
03485991	10/02/02	\$465.00	01/27/03	CHAN	LY
03485991	10/02/02	\$280.00	01/27/03	CHAN	LY
03485991	10/02/02	\$420.00	08/29/03	SOK	PHEAKLEY
03485991	10/02/02	\$460.00	05/08/03	SOK	PHEAKLEY
03485991	10/02/02	\$495.00	03/31/03	SOK	PHEAKLEY
03485991	10/02/02	\$260.00	03/27/03	SOK	PHEAKLEY
03485991	10/02/02	\$1,920.00	02/04/03	SOK	PHEAKLEY
03485991	10/02/02	\$300.00	03/27/03	CHAN	LY
03486571	09/18/02	\$235.00	02/10/03	UY	SOVANNA
03486571	09/18/02	\$185.00	02/10/03	UY	SOVANNA

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03486571	09/18/02	\$2,030.00	01/24/03	UY	SOVANNA
03486571	09/18/02	\$235.00	01/07/03	UY	SOVANNA
03486571	09/18/02	\$1,768.00	01/22/03	UY	LATH
03486642	10/16/02	\$440.00	01/29/03	TITH	DEN
03486642	10/16/02	\$115.00	03/24/03	TITH	DEN
03486642	10/16/02	\$440.00	01/15/03	TITH	DEN
03486642	10/16/02	\$2,270.00	01/31/03	TITH	DEN
03486642	10/16/02	\$415.00	03/24/03	TITH	DEN
03486642	10/16/02	\$600.00	03/24/03	TITH	DEN
03486642	10/16/02	\$420.00	03/24/03	TITH	DEN
03493502	12/08/03	\$2,000.00	10/05/04	MELO	DIANE
03493502	12/08/03	\$837.00	12/13/04	MELO	DIANE
03504357	06/03/03	\$177.00	11/05/03	SEM	SOKHON
03504357	06/03/03	\$70.00	11/21/03	SEM	SOKHOM
03504357	06/03/03	\$371.00	09/08/03	SEM	SOKHON
03504357	06/03/03	\$280.00	11/13/03	TOCH	REATH
03504357	06/03/03	\$317.00	10/30/03	TOCH	REATH
03504357	06/03/03	\$384.00	09/23/03	TOCH	REATH
03504357	06/03/03	\$317.00	09/08/03	TOCH	REATH
03504357	06/03/03	\$460.00	09/02/03	TOCH	REATH
03504357	06/03/03	\$442.00	11/11/03	SEM	SOKHOM
03504357	06/03/03	\$430.00	10/20/03	SEM	SOKHOM
03504357	06/03/03	\$2,060.00	09/02/03	TOCH	REATH
03504357	06/03/03	\$107.00	04/27/04	TOCH	REATH
03504357	06/03/03	\$671.00	11/08/04	TOCH	REATH
03504357	06/03/03	\$802.00	10/25/04	DAM	CHANNAR
03504357	06/03/03	\$1,635.00	08/27/03	SEM	SOKHAN
03504357	06/03/03	\$371.00	09/23/03	SEM	SOKHON
03504357	06/03/03	\$1,553.00	08/27/03	SEM	CHANTHA
03504357	06/03/03	\$214.00	12/09/03	SEM	SAKHOEUI
03504357	06/03/03	\$1,880.00	11/21/03	SEM	SAKHOEUI
03504357	06/03/03	\$2,447.00	11/21/03	SEM	CHANTHA
03504357	06/03/03	\$210.00	12/11/03	DAM	CHANNAR
03504357	06/03/03	\$282.00	11/13/03	DAM	CHANNAR
03504357	06/03/03	\$140.00	10/13/03	DAM	CHANNAR
03504357	06/03/03	\$391.00	09/23/03	DAM	CHANNAR
03504357	06/03/03	\$1,860.00	09/04/03	DAM	CHANNAR
03504357	06/03/03	\$575.00	09/02/03	DAM	CHANNAR
03504357	06/03/03	\$1,540.00	11/21/03	SEM	SOKHAN
03504357	06/03/03	\$2,000.00	08/27/03	SEM	SAKHOEUI
03508820	08/12/03	\$846.00	09/10/04	NUTH	LINDA
03508820	08/12/03	\$610.00	07/09/04	MAM	KATHERINE
03508820	08/12/03	\$1,478.00	07/09/04	NUTH	KIM
03508820	08/12/03	\$1,080.00	09/10/04	MAM	KATHERINE
03510448	07/26/03	\$105.00	06/16/04	SOK	SAMNANG
03510448	07/26/03	\$225.00	01/30/04	SAMBATH	KIM
03510448	07/26/03	\$225.00	08/04/04	SAMBATH	KIM

CLAIM NUMBER	DOL	AMOUNT PAID	DATE PAID	LAST	FIRST
03510448	07/26/03	\$2,961.00	06/16/04	SAMBATH	KIM
03510448	07/26/03	\$441.00	11/21/03	SAMBATH	KIM
03510448	07/26/03	\$105.00	12/15/03	SOK	SAMNANG
03510448	07/26/03	\$2,961.00	12/16/03	SAMBATH	KIM
03510448	07/26/03	\$107.00	12/10/03	EANG	SOPHANNAR
03510448	07/26/03	\$321.00	11/21/03	EANG	SOPHANNAR
03510448	07/26/03	\$247.00	12/10/03	SOK	SAMNANG
03513997	10/27/03	\$2,302.00	06/04/04	PHAN	SALEEN
03513997	10/27/03	\$862.00	06/01/04	PEOV	KAN
03513997	10/27/03	\$2,287.00	06/01/04	RATH	CHARETH
03513997	10/27/03	\$862.00	06/01/04	RATH	KRISTINA
03513997	10/27/03	\$867.00	06/04/04	KHIAOSOTH	VONGD
03532767	01/10/04	\$1,740.00	04/12/04	DELAVALLE	ROBERT
03532767	01/10/04	\$2,525.00	04/12/04	MOLINA	DEMETRI
03532767	01/10/04	\$1,740.00	10/13/04	DELAVALLE	ROBERT
03532767	01/10/04	\$2,385.00	04/12/04	CARRASQUILLO	ALMA
03533438	01/19/04	\$1,310.00	03/23/04	INTHABANE	MICHAEL
03540127	05/14/04	\$309.00	10/06/04	SOK	SAM
03540127	05/14/04	\$989.00	08/18/04	SOK	SAM
03420810	04/02/01	\$205.00	10/24/01	PHAN	NICKIE
03420810	04/02/01	\$1,943.00	08/16/01	PHAN	NICKIE
03420810	04/02/01	\$1,928.00	07/31/01	REAL	BIN
03420810	04/02/01	\$132.00	07/31/01	REAL	BIN
03420810	04/02/01	\$1,920.00	01/30/02	REAL	BIN
		\$625,386.00			

56. The injury to Encompass caused by the defendants' fraud includes, but is not limited to: (1) Encompass' inability to conduct its insurance businesses on the basis of true, accurate, and complete assessments of legitimate, compensable claims; (2) the loss of funds paid for false and fraudulent claims; (3) the expenses incurred to review, adjust, investigate, litigate and pay the false and fraudulent claims; and, (4) the past and continuing financial burden incurred by Encompass to establish and carry out systems and policies to detect false, fraudulent, and inflated claims.

57. First Spine fraudulent scheme went undetected until Encompass had sustained substantial financial injury because in its false medical reports and false invoices appear legitimate on their face.

58. The defendants' pattern of fraudulent conduct caused Encompass to incur extensive ancillary costs including investigative and legal support costs.

59. Encompass has paid thousands of dollars in connection with in-house and outside counsel, field investigators, court reporters, medical and legal experts who are assisting in the continuing investigation of Seigel's fraud. These costs continue to accrue.

60. In each alleged loss, payment by Encompass was made in reliance upon the false medical documentation and/or representations submitted by the defendants.

61. Given the fraudulent and deceitful nature of defendants' actions, there is a significant likelihood that if notified prior to attachment of assets sufficient to satisfy judgment, First Spine may be dissolved to further conceal credits available to satisfy judgment and/or defendants will dissipate assets and/or transfer assets beyond this Court's jurisdiction.

62. At least two of the defendants own real property outside of Massachusetts.

63. There exists no liability insurance known to Encompass that would be available to the defendants to satisfy any judgment recovered by Encompass in this case.

64. In preparing to file its Complaint, Encompass investigated the assets held in the names of the defendants. The following is a list of properties in which one or more of the defendants have some interest. The information regarding the encumbrances and valuations of the listed assets is based on Encompass' review of public records information.

A. Joseph Giampa

Property	Purchase Price	Owner	Identified Encumbrances	Mortgage Holder	Date of Encumbrance	2005 Assessment	TAB
24 Bird Street, Walpole, MA	\$ 240,000	Joseph Giampa	\$175,525	MERGS	3/24/05	\$325,000	2
181 East Street, Walpole, MA	\$ 270,000	Joseph Giampa	\$243,000	Washington Mutual	9/23/03	\$310,000	3
222 East Street, Walpole, MA	\$ 240,000	Jos. & Martha Giampa	\$168,000	First Mortgage Trust	8/22/00	\$308,600	4
			\$280,800	First Federal	8/9/01		

Property	Purchase Price	Owner	Identified Encumbrances	Mortgage Holder	Date of Encumbrance	2005 Assessment	TAB
231 East Street, Walpole, MA	\$ 202,000	Joseph Giampa	\$243,300	Washington Mutual	12/2/03	\$307,600	5
238 East Street, Walpole, MA	\$ 270,000.00	East Street Realty Trust (Jos. & Martha Giampa)	\$350,000	Walpole Cooperative	7/15/03	\$540,000	6
108 Sycamore St., New Bedford, MA	\$ 113,900.00	Joseph Giampa				\$193,900	7
68 Foster St., New Bedford, MA	\$ 141,000.00	Joseph Giampa	\$98,700	First Federal	10/11/01	\$210,300	8
			\$28,200	Cabrera	10/11/01		
29 Howard Street, Brockton, MA	\$ 312,000.00	Joseph Giampa	\$280,800	First Federal	8/8/01	\$448,000	9

B. Frederick Giampa

Property	Purchase Price	Owner	Identified Encumbrances	Mortgage Holder	Date of Encumbrance	2005 Assessment	TAB
9 Glen Hill Road, Sharon, MA	\$ 555,000.00	Frederick T. Giampa	\$ 150,000	Fleet Bank	6/14/02	\$825,000	10
			\$ 300,000	Citizen's Bank	10/20/03		
9 R Glen Hill Road, Sharon, MA	\$ 15,000.00	Frederick T. Giampa	-	-	-	\$11,200	11

C. Edward Kennedy

Property	Purchase Price	Owner	Identified Beneficiary	Identified Encumbrance	Mortgage Holder	Date of Encumbrance	Value	TAB
13 Kidder Road, Chelmsford	\$450,000	13 Kidder Road Real Estate Trust	Edward & James Kennedy	\$568,657	Salem Five Cents Savings Bank	5/14/2005	\$1,500,000	12

D. Brian Culliney

Property	Purchase Price	Owner	Identified Encumbrance	Mortgage Holder	Date of Encumbrance	2004 Assessment	TAB
3 Kayla Drive, Westford, MA	\$232,254	Brian J. & Nancy A. Culliney	\$185,000	Lowell Co-Op	7/16/96	\$485,400	13
			\$170,000	Citizen's Bank	4/19/03		

E. Jennifer McConnell

403 High Street, Dedham, MA	\$175,000	Anthony Piscitelli & Jennifer McConnel	\$169,750	Arrow Mortgage	10/23/98	\$306,000	14
			\$37,000	East West	3/28/00		

65. Encompass has learned that the 13 Kidder Road property referenced above is scheduled to be sold with a closing date of August 18, 2005. Edward Kennedy's estimated interest in the 13 Kidder Road property is 50%. The scheduled sale price of the property is \$1,500,000.00. Tab 15.

66. A receiver has been appointed and Ordered, by the Massachusetts Middlesex Superior Court in the case entitled Edward Kennedy v. James Kennedy, Docket No. MICV2005-01458 to (1) oversee the sale of the 13 Kidder Road Realty Trust assets; (2) sell the 13 Kidder Road property; (3) sell the assets of Kennedy Professional Supply and Robert T. Kennedy, Inc.; (4) liquidate the accounts receivable of Kennedy Professional Supply and Robert T. Kennedy, Inc., entities in which Edward Kennedy owns a 50% beneficial interest. Tab 16.

67. While investigating the assets held in the name of the defendant, Edward Kennedy, Encompass learned that on October 11, 2002, Edward Kennedy and his wife, Tracy Kennedy purchased property located at 99780 N. Bank Chetco River Road, Brookings, Oregon for \$675,000.00. Thereafter, on March 24, 2004, Edward Kennedy conveyed all of his right, title and interest in the aforementioned property for \$1.00 to his wife Tracy Kennedy. Tab 17.

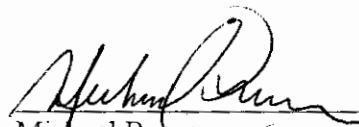
68. While investigating the assets held in the names of the defendants, Encompass discovered that Joseph Giampa transferred the following properties within the last 14 months:

33 Nelson Street, New Bedford, MA	6/17/2004	Abarca	\$ 273,500	Joseph Giampa
470 Summer Street, New Bedford	8/5/2004	Furtado	\$ 279,900	Jos. Giampa
26 Salisbury Street, New Bedford, MA	9/21/2004	Rivers	\$ 225,000	Joseph Giampa
158-160 Cedar St, New Bedford, MA	9/24/2004	Mejia	\$ 255,000	Joseph Giampa
2 Hyacinth Street, New Bedford, MA	9/30/2004	Comm	\$ 271,000	Joseph Giampa
109 Willis Street, New Bedford, MA	3/25/2005	Burgos	\$ 245,000	Joseph Giampa
2195 Purchase Street, New Bedford, MA	4/28/2005	Bucha	\$ 310,000	Joseph Giampa

69. Other than the assets for which Encompass presently requests an attachment of real or personal property Encompass was unable to identify any other assets located within Massachusetts available to the defendants to secure and satisfy judgment. Absent prejudgment remedy in the form of attachment against the defendants, Encompass (1) is not aware of any other means by which the defendants would satisfy judgment and (2) will be prejudiced in obtaining satisfaction of judgment.

70. All of the allegations in Encompass' Complaint and this Affidavit are true and accurate to the best of my knowledge. I certify that so far as any of the foregoing assertions are made upon information and belief, I believe the information to be true.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 9TH DAY OF
AUGUST, 2005.


Michael Bruno

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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